

City of Rockford
Initial Bargaining Proposals
Submitted October 14, 2014

1. Comparables:

The parties will agree that Bloomington, Champaign, DeKalb, Peoria and Springfield are comparable communities to Rockford.

2. Wages:

Fair and equitable wage increase for all Local 413 members.

3. Staffing and ambulances:

The City reiterates its position that the Company Strength contract provision is not a mandatory subject of bargaining. In fact, a recent Administrative Law Judge, who reviewed a similar company strength issue in Glenview, ruled that the delay of bargaining the issue undermined the City's inherent managerial authority of weighing costs and determining the services that will provided to citizens. Likewise, in his Sept. 30, 2013 Opinion and Award, Arbitrator Goldstein recognized that the City's right to "distribute men and officers to achieve the highest efficiency of operations" is a "key element" of the parties' Company Strength provision that dates back to the first version of the Company Strength provision. Accordingly, the City proposes reverting back to the parties' historic language on the subject.

The City is willing to negotiate on this issue, but reserves the right to maintain that as a permissive topic of bargaining, the matter will not be submitted to arbitration:

4.1 COMPANY STRENGTH

In accordance with the total complement authorized by the City Council, the number of stations to be manned, and the manpower available, the City will continue to distribute men and officers to achieve the highest efficiency of operations and the greatest protection, and in the interest of fire fighter safety.

~~The parties mutually agree this section shall mean that the current level of manpower will be continued, with no fewer than sixty two (62) personnel working per shift (A, B, C), who are assigned to a maximum of fifteen (15) companies and five (5) ambulances. Roll out ambulances Plus two (2) airport personnel, so long as an Intergovernmental Agreement between the Airport Authority and the City of Rockford for fire services at~~

~~the airport is in effect. No Airport agreement. The manning number will be increased by airport personnel pursuant to the provisions below.~~

~~The airport manning will be directly related to the index of fire protection required at the airport. An independent company will be implemented at the airport, (Officer, Driver and Firefighter) effective January 1, 2010 or when the fire protection index increases, whichever is sooner.~~

~~Effective January 1, 2008 an additional driver engineer per shift will be added to the airport firefighting company.~~

~~Effective October 9, 2009 the parties shall convene a joint committee to recommend the establishment of deployment protocols to accommodate up to 2 additional ambulances with the present staffing. The committee has no obligation to reach an agreement.~~

~~Language Effective October 1, 2013~~

~~In accordance with the complement authorized by the City Council, the number of stations to be manned, and the manpower available, the City will continue to distribute men and officers to achieve the highest efficiency of operations and the greatest protection, and in the interest of fire fighter safety.~~

~~Effective the first 24 hour shift after the issuance of Arbitrator Elliott Goldstein's interest arbitration award, this section shall mean that the current level of manpower will be no fewer than fifty nine (59) personnel, working per shift (A, B, C), who are assigned to a maximum of fourteen (14) companies and seven (7) ambulances. The City may deploy QRVs as jump companies in accordance with the provisions of Arbitrator Nielsen's arbitration award dated May 13, 2013. Another ambulance~~

~~Plus two (2) airport personnel, so long as an Intergovernmental Agreement between the Airport Authority and the City of Rockford for fire services at the airport is in effect. The manning number will be increased by airport personnel pursuant to the provisions below.~~

~~The airport manning will be directly related to the index of fire protection required at the airport. An independent company will be implemented at the airport, (Officer, Driver and Firefighter) effective January 1, 2010 or when the fire protection index increases, whichever is sooner.~~

~~Effective January 1, 2008 an additional driver engineer per shift will be added to the airport firefighting company.~~

~~The City will not lay off any Local 413 bargaining unit employees during the term of this 2012-2014 collective bargaining agreement.~~

~~As an additional quid pro quo, the City will make a one time lump sum payment to all members of the bargaining unit who are employed as of the date of Arbitrator Elliott Goldstein's interest arbitration award, said lump sum payment to be computed on the basis of one percent (1%) of their bases salary as of January 1, 2013, which shall be based on whichever final wage offer is awarded by Arbitrator Goldstein.~~

4. FMLA--Using vacations and holiday leave before sick time.

9.11 FAMILY MEDICAL LEAVE ACT

The City and Union agree that the Family Medical Leave Act as implemented by the City's rules and Regulations is applicable to the City for the benefit of its employees. It is further understood and agreed that leave qualifying under FMLA will run concurrently with any paid or unpaid time taken by the employee for FMLA-qualifying circumstances.

It is further understood and agreed that if an employee has exhausted his FMLA-qualifying leave due to him under FMLA, but still retains a balance of accrued paid sick leave, that accrued paid sick leave may be used under the terms and conditions of Article 9.12.

Employees may use holiday, vacation, and sick leave for Family Medical Leave Act (FMLA) eligible conditions. ~~All Local 413 members who have less than one (1) month of accrued sick leave (240 hours for 51-hour personnel and 160 hours for 40-hour personnel)~~ Employees must use vacation, holiday, or personal time for FMLA prior to using paid sick time. All paid leave must be exhausted before using unpaid time for FMLA. Employees using FMLA on a continuous leave and having over one month of sick leave accruals at the time of beginning FMLA shall be allowed to continue to use sick leave after their accruals fall below the one month limit only so long as the FMLA remains continuous. Any time an employee returns to work will be determined to have ceased continuous FMLA.

5. Housekeeping--Remove outdated contractual provisions. All references and/or language pertaining to "Alarm Operator" or "Tiller" either former or otherwise should be stricken. Remove tiller clause. (side bar), Remove MOA (Side bar) 2/7/01.

6. Sick Leave Pay Upon Severance

9.5 SICK LEAVE PAY UPON SEVERANCE (SWORN PERSONNEL)

Upon retirement or honorable termination when the Employee gives at least two (2) weeks advance notice and successfully completes five (5) years of service, the Employee shall be eligible for sick leave pay.

The maximum number of sick leave days, for which compensation may be received shall not exceed fifteen (15) days for an employee with between five (5) and nineteen (19) years of creditable service. For any Employee of the department who retires under honorable conditions with at least twenty (20) years of creditable service, the maximum number of sick leave days for which compensation may be received shall not exceed 90 days.

In the event of an employee's death, this payment shall go to the employee's estate.

Pay shall be computed on the basis of the appropriate number of days multiplied by eight (8) hours at the Employee's "40 hour week" hourly pay rate.

EMPLOYEES HIRED AFTER JANUARY 1, 2015: The maximum number of sick leave days, for which compensation may be received shall not exceed fifteen (15) days irrespective of years of creditable service.

7. Hire-back Process--The Department is concerned about the distribution of hire-back opportunities. While the Department is not waiving its authority to change Article VIII of the Rules and Regulations concerning hire-backs, based on the nature of the subject, the Department is seeking the Union's agreement to maintain a hire-back list by seniority with a zero balance on the first of each year. Once an agreement is reached, the Department will initiate the standard process of updating the Rules and Regulations.

8. Overtime.

4.5 OVERTIME

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For Employees of the regular forty (40) hour schedule, compensatory time may be taken instead of overtime pay. Such compensatory time will be equivalent to one and one-half (1-1/2) hours for each hour in excess of the schedule set forth in Section 4.2 of this Agreement. The Employee may accumulate, at his option, up to ~~eighty (80)~~forty (40) hours of compensatory time. On November 1 of each year, the Employee must cash out, or take off, all time in excess of ~~sixty-twenty (2060)~~ hours. The Employee's Division Chief will allow compensatory time to be taken with prior notification by the Employee provided manpower levels allow.

9. Acting Pay

(NEW PROVISION)

ARTICLE 15

WORKING OUT OF CLASSIFICATION

5. An employee who is entitled to acting pay must follow Departmental guidelines for reporting it no later than the day that the acting pay is earned.

10. Duration of Contract

Three Years--2015-2017

11. Hours—(52 hours)

4.2 HOURS

For Employees scheduled ~~fifty-one~~fifty-two (52)~~(51)~~ hours per week, a duty day shall be defined as twenty-four consecutive hours, and the work day shall begin at 8:00 a.m. The schedule for all employees of this schedule shall be twenty-four (24) hours on duty, and forty-eight (48) hours off duty. Employees on this schedule shall be eligible for time off to create an average of fifty-two (52)~~fifty-one (51)~~ hours of work per week in each calendar year. Such time off shall be earned at the rate of ~~eleven-nine (119)~~ days in a full calendar year or approximately one duty day every ~~33.18~~40.58 calendar days (approximately 2.17 hours per duty day scheduled), the employee is assigned to this shift. This time off is known as "kelly days". Employees will be allowed to select anticipated "kelly days" off in accordance with Section 8.2 of this Agreement. Overtime shall be calculated consistent with Section 4.5 of this Agreement.

Employees normally assigned to the average fifty-two (52)~~fifty-one (51)~~ hour work week will be considered to remain on this schedule during temporary assignments that do not extend beyond the regular forty (40) hour work week as defined in this section.

Employees assigned to an average fifty-two (52)~~fifty-one (51)~~ hour per week schedule will be assigned to a twenty-seven (27) day work period which begins and ends at 8:00 p.m. on a scheduled duty day. The 27-day work periods for each shift are set forth in Appendix "A" page 1 of 2 and page 2 of 2. When an employee is transferred the length of the work period may be shorter or longer to ensure the period begins and ends on a scheduled duty day.

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12. Telecommunicator Shift Assignment

4.2.A HOURS OF WORK FOR TELECOMMUNICATORS

B. Shift Assignment

1. ~~Shift a~~Assignments shall be made through a process of selection bidding to begin and be completed on a single workweek designated by management during the last full week of October in order of seniority in grade. Management shall also post an updated list displaying seniority in grade and a list of the number of available positions for days and the total number of available position for nights ~~for each shift~~ at least one week prior to the designated day. Shift Assignments will begin with the first day of the first full payroll period in January and shall end on the last day of the last payroll period that begins in the following December month. The period for vacation selection shall correspond with ~~the shift assignment period~~this selection process.
2. Employees shall be eligible to designate their preference for days or nights~~shift preference by selecting an available shift slot~~. The selection of days or nights~~a shift~~ shall be determined by seniority in grade in accordance with Article 3.1. Shift-Days/nights preferences shall be chosen and completed by individual employees on a single master schedule.

3. ~~Upon completion of day/night selection process the Chief or his designee will make shift assignments. Shift assignments will be limited by a Day for a Day Shift, or a Night for a Night Shift. Probationary employees whose anniversary date is after December 31 of the current year shall not be eligible for selecting a day/night preference. Non-eligible probationary employees will also be assigned by management. The Telecommunicator-Fire having the most seniority in grade on each selected shift shall be guaranteed their selection. Of the remaining Telecommunicator(s) – Fire on a given shift as selected, no more than one may be exchanged by the Chief or his designee with another Telecommunicator-Fire on a shift. Such an exchange is limited by a Day for a Day Shift, or a Night for a Night Shift. Probationary employees whose anniversary date is after December 31 of the current year shall not be eligible for selecting a shift preference. Non-eligible probationary employees will be assigned to specific shifts by management discretion.~~
4. Telecommunicator(s) – Fire who cannot attend on the designated selection week, may make their specific preference known in writing and must submit such preference to the 911 Center Manager no later than 6:00 PM on the day preceding the designated selection week. Employees unavailable for selecting shifts may designate an employee to serve as proxy by providing written notice to their supervisor at least 24 hours prior to the designated day. Any Telecommunicator-Fire failing to make a selection on this week shall be assigned by management discretion.
5. Whenever there is an initial opening on any shift, due to termination, resignation, or additional personnel passing probation, the shift opening shall be offered to existing personnel, in order of seniority-in-grade, with management approval. Any subsequent vacancy following the initial opening shall be barred from existing personnel, unless management chooses to open up to existing staff.
6. If, during the course of the year for which shifts are assigned, the Chief or his designee find it necessary for the proper functioning of the communications center to transfer an employee for reasonable cause (such as a disciplinary problem or legal issue), the employee will be switched with the least senior member of the same shift (i.e. day shift for day shift or night shift for night shift), unless there is a mutual agreement to transfer with another employee that is approved by the Chief or his designee.

13. Shoe allowance

12.1 NEW EMPLOYEES

New Employees shall receive the following clothing upon commencement of employment:

Eight (8) Uniform Shirts consisting of any combination of short sleeve button down, long sleeve button down, or short sleeve polo. At least one long sleeve button down is required for dress uniform.

- Four (4) trousers
- Four (4) T-shirts
- One (1) set of turn-out gear
- One (1) uniform hat
- One (1) all-weather coat
- One (1) baseball-style hat with Fire Department logo
- One (1) long-sleeved job shirt or One (1) long-sleeved sweater
- One (1) gear bag upon appointment (non-replaceable)

One (1) belt

~~One (1) pair of shoes or boots (effective 2008)~~ A shoe allowance in accordance with Article 12.2

Upon completion of an Employee's probation, the City will furnish said Employee with one (1) dress uniform.

12.2 CENTRAL CLOTHING STORE

The City shall issue station uniforms and turn out gear to all Uniformed Employees (including inspectors) and shall replace any such item, which becomes unserviceable through normal usage. The dress uniform will not be replaced from the Central Clothing Store after initial issue. Issue, replacement, and return of uniforms or turn out gear shall be determined by the Employee's Officer and District Chief on an as needed basis to comply with the Department standards. Final authority for the issue, replacement and/or return of those items rest with the Chief.

Effective in ~~2008~~2015, the Chief or his designee will select up to a minimum of four (4) styles of shoes to choose from. ~~Any~~All personnel ~~may~~must purchase their own shoes ~~that are required for medical purposes~~, but these shoes must still meet all requirements in the rules and regulations. Employees will receive an additional \$100.00 annually at the same time that they receive their clothing allowance.

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14. Delete Article 4.11 Physical Fitness Committee and replace it with the following provision to establish annual fitness testing:

4.11 Physical Fitness

All IAFF Employees must attain and maintain an appropriate level of physical fitness as a condition of continuing employment. The Candidate Physical Ability Test (CPAT) will be used. Employees with less than 10 years on the department shall be required to meet 90% of standard in 2015. Employees with more than 10 years on the department will be required to test to 80% of standard for 2015, 90% of standard in 2016, and 100% of standard thereafter. Employees will test not later than June of each year, and re-tests will be allowed through September of each year.

15. Residency

**Memorandum of Agreement
(Amends original MOA of February 7, 2001)**

1) Residency

The parties agree that the below listed provisions shall become effective immediately upon ratification by both their governing bodies:

IAFF 413 employees hired before January 1, 2015 shall be subject to the same requirements for residency as determined by Arbitrator Goldstein for PBPA Unit 6 (15 mile radius/Winnebago County). Any employee coming off probation ~~between February 7, 2001 and October 1, 2001, and where they are required to~~ after January 1, 2015 must become a residents of the City of Rockford within 6 months of completion of their probationary status. ~~prior to their eligibility for expanded residency under the Goldstein decision, shall be required to comply with the revised residency requirement.~~

16. H&S committee must provide information about any concerns or unsafe practices

4.8 SAFETY, HEALTH AND CLOTHING

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The Department will create a form for the reporting of safety concerns or unsafe practices. In such instances, the Committee will provide written information on the form to the Chief detailing any safety concerns or unsafe practices. The Committee will make recommendations on any possible hazards to a safe and healthy job assignment or workplace that is brought to its attention. The Committee will review any accidents or injuries in the Department to better determine the reasons why the problem occurred and to provide any recommendations to prevent a similar event from occurring in the future. Names of employees will be redacted from such reports, and the members of the Committee will follow applicable HIPAA rules and regulations to preserve the privacy of such employees. The Committee will also review the types, condition, use and availability of apparatus, equipment and protective clothing with the goal of improving safety and operations within the Department; provided, however, that neither the Union nor any bargaining unit employee shall have the right to file a grievance respecting the type, condition, use and availability of apparatus or equipment used or purchased by the employer. The Committee will make periodic inspections of Fire Department facilities, apparatus, protective equipment, protective clothing, and other equipment on a semi-annual basis.

17. Stand-by pay for telecommunicators: An on call person fills all on call situations

4.15 STAND-BY PAY FOR TELECOMMUNICATORS (FIRE)

Telecommunicators (Fire) will be assigned, by seniority, a full stand-by shift as manpower needs require. Telecommunicators (Fire) required to cover an on call shift shall receive two (2) hours stand by pay. Telecommunicators (Fire) will be provided with a portable communications device. Stand-by pay shall be allowed to be converted to compensatory time and shall be subject to the conditions stated within this article as well as 4.16. If ~~there is seventy-two (72) hours or less notice that~~ a Telecommunicator (fire) is sick or absent for their scheduled shift and there are no volunteers to fill the vacancy ~~slots for the two (2) Fire positions~~, the on call person shall be used to fill the vacancy.

~~When there are three(3) Telecommunicators (Fire) scheduled for work on the same shift, that shift shall be allowed to not have a Telecommunicator (Fire) assigned to be on call, if that scheduled Telecommunicator (Fire) requests to be released from the assignment. Such a request must be initiated no more than thirty (30) calendar days prior to the scheduled assignment and not less than five(5) calendar days prior to the assignment. Management shall post on-call assignments no later than ten (10) calendar days preceding the beginning of the next calendar month.~~

~~After which an employee is released from the on-call assignment and there are three (3) Telecommunicators (Fire) scheduled (including time trades but not hire backs), one additional employee may request vacation subject to the following conditions:~~

- ~~• That employee is responsible to find another employee to cover the vacant on-call slot for that shift.~~
- ~~• If the employee is unable to find another employee to cover the vacant on-call shift, the employee requesting time off can choose to serve in on-call status and be off from their schedule assignment. If that employee is called in to work the shift, the time off request is cancelled and the employee works the shift as a normal workday and will report to work immediately. Hours applied towards time off and time worked will be appropriately adjusted to the nearest hour~~

18. Telecommunicator vacation selection blackout dates

8.2.A VACATION SELECTION FOR TELECOMMUNICATORS (FIRE)

The City shall, by December 1 of each year, have a new vacation selection chart for the 911 Center. Seniority shall rule in the selection of vacation periods. Each person shall be allowed one day to make his choice of a vacation period. For the first selection only, a maximum of eighty-four (84) consecutive work hours may be selected. Management has the right to post periodic blackout dates, of which will not be allowed for any time off requests, which includes during the vacation selection process.

19. Telecommunicator probationary period

13.10 PROBATIONARY PERIOD FOR TELECOMMUNICATORS (FIRE)

Telecommunicators (Fire) hired after January 1, 1994 will serve a probationary period of a one (1) year period ~~or for call taking and an additional six (6) months after completion of training, whichever is shorter~~ probationary period for learning the dispatch. During the probationary period the CITY shall be

the sole and exclusive judge of the probationary Telecommunicators (Fire)'s qualifications and ability and shall be the sole and exclusive judge in deciding whether to continue such an Telecommunicators (Fire)'s employment. During the probationary period new hires and rehires, shall be subjected to dismissal without recourse to the grievance procedure. Promoted or demoted Telecommunicators (Fire), during the probationary period, shall not be dismissed without just cause.

In the event a probationary employee becomes a regular full-time or regular part-time employee, his/her seniority shall accrue to the original date of such employment, if such employee was continuously employed by the CITY in this bargaining unit.

20. District Chief Preference Points for Bachelor's Degree

5.4 **SCORING OF PROMOTIONAL EXAMINATIONS-DISTRICT CHIEF**

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In the competitive selection process, the Board shall award 5 preference to District Chief candidates who hold a Bachelor's degree, 5 preference points for the completion of education for Provisional Fire Officer I at the time of application for Lieutenant Promotion and shall award 5 preference points for the completion of education for Provisional Fire Officer II at the time of application for Captain Promotion. Applicants may self certify their completion in lieu of State Certification, subject to verification by the department.

21. Mechanic Position

The Department would like to create a new pay-scale for bargaining-unit mechanics that is comparable to similar AFSCME-represented positions.

22. Health Insurance

In order to modify the City's health plan at a pace that keeps up with the changing health care market and maximizes the City's recent efforts and infrastructure investments to help facilitate a healthier workforce with lower health care costs, the City proposes the following modifications:

- a) Increase contribution level to 12% of premium in 2015.
- b) Increase contribution level to 14% of premium in 2016.
- c) Increase contribution level to 16% of premium in 2017.

- d) Employee contribution will be indexed to participation in the City's wellness plan which will from time to time include such things as health related education and fitness events, wellness fairs, health screenings, specific biometrics, health risk assessments, avoidance of risk factors (e.g. smoking) and other wellness items established by the employee wellness committee, such as completing a health and wellness center comprehensive health review. A differential will apply based on participation.
- e) The Union will allow the City, after consulting with the wellness committee, to implement bonuses and other programs that incentivize wellness. For instance, an individual that completes a health and wellness center comprehensive health review or reaches or maintains certain goals might receive a one-month premium holiday or a modest monetary bonus.
- f) For each year of the contract, increase deductibles in the PPO by \$50 per person per year.
- g) Spouses who have insurance at their non-City employment are not eligible for City plan.
- h) Increase drug co-pay to
 30 Day Retail: Tier 1 \$20 Generic drugs/ Tier 2 \$40 Preferred Formulary Brand drugs/ Tier 3 \$60 Non preferred Non formulary Brand and Preferred formulary specialty drugs;
 90 Day Mail Order \$40/\$80/\$120;
 90 Day at Retail \$60/\$120/\$180;
 As well as add a Tier 4 whereby non preferred non formulary specialty drugs will include a member paid 20% co-insurance. *(These drugs are usually eligible for manufacturer' co-pay programs but the member must have a significant liability before the manufacturer will cover the cost of the drug.)*
- i) Implement a preferred provider network for dental with in network 100/80/50 (increased benefit) and out of network benefits at 100/50/50 (same as now).
- j) Limit Dental annual spend to \$3,000 in network, \$1,500 out of network.
- k) Implement a \$100 deductible for Dental.
- l) Implement a lifetime orthodontia limit of \$3,000.
- m) Under ACA, eliminate lifetime maximums for medical care.
- n) Under ACA, replace annual monetary maximum for chiropractic with 40 visits per year.
- o) In order to satisfy employee needs and keep pace with the rapidly changing public policy, market conditions, and trends in health science and in addition to the base plan offered as well as the HSA, the City may also include plan options with different deductibles and co-insurance levels, rewards and incentives based on utilization of certain providers, services, treatment packages, and locations.

23. 7(g) Compensation

Add 11.9 (NEW ARTICLE) 7(g) Compensation

In accordance with the Fair Labor Standards Act Section 7(g), when an employee works a voluntary, non-firefighting, off-duty assignment in the areas that are mutually agreed to by the Union and the City, employees performing such work shall be compensated at the following rates:

<u>Rate</u>	<u>Overtime Rate</u>
\$13.33	\$20.00

24. Telecommunicator provision reopener

Reopener in the contract in the event that the City and the County recombine telecommunicator operations.

25. Joint management-labor committee on diversity issues

Establish a joint management-labor committee on diversity issues.